

HONORABLE RICHARD A. JONES

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

CANYON ESTATES CONDOMINIUM
ASSOCIATION, a Washington non-profit
corporation,

Case No. 2:18-cv-01761-RAJ

**STIPULATION AND PROPOSED ORDER
BARRING CLAIMS BY NON-SETTLING
THIRD PARTY DEFENDANT INSURERS
AGAINST DEFENDANT ATAIN
SPECIALTY INSURANCE COMPANY
AND DISMISSING ATAIN WITH
PREJUDICE**

Plaintiff.

v.

ATAIN SPECIALTY INSURANCE
COMPANY; INDIAN HARBOR
INSURANCE COMPANY,
WESTCHESTER SUPRLUS LINES
INSURANCE COMPANY and GREAT
LAKES INSURANCE, SE.

Defendants.

STIPULATION

Defendant Atain Specialty Insurance Company (“Atain”) has reached a settlement with Plaintiff Canyon Estates Condominium Association (“Association”), which settlement concludes all claims and issues between the Association and Atain raised in this lawsuit. Under the terms of the Settlement Agreement, Atain has paid the Association \$2,100,000 in compromise of the disputed claims regarding Atain’s handling of the Association’s loss. **Exhibit A.** In exchange, the Association agreed to release Atain from and against all claims. *Id.*

Atain filed a Motion for Order Barring Contribution Claims by Non-Settling Defendants on February 11, 2020 (Dkt. 134). The motion was set for hearing on February 28, 2020. Plaintiff joined in that Motion (Dkt. 136). The motion was first re-noted for hearing on March 6, 2020 (Dkt. 137); and has now been re-noted to March 13, 2020 (Dkt. 140).

1 The Association, and the remaining defendants in this Action, Atain, Indian Harbor
2 Insurance Company and Great Lakes Insurance, SE, now wish to stipulate to the entry of a similar
3 claim bar order as entered with respect to the Association's settlement with Westchester (Dkt.
4 130).

5 The parties now stipulate that a similar claim-bar Order be issued with respect to the
6 settlement reached by the Association and Atain and that Atain be dismissed from this case with
7 prejudice and without costs to any party.

8 Below is a proposed form of Order. Below is a proposed form of Order.

9 Dated: March 6, 2020

10 MOKRI VANIS & JONES, LLP

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20 Approved as to form by:

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19

20 **SIGNATURE ATTESTATION**

21 I GailAnn Y. Stargardter, am an ECF user whose ID and password are being used to file
22 this Stipulated Request. I attest that concurrence in the filing of this document has been obtain
23 from the other signatories.

24 Dated: March 6, 2020

25 /s/ GailAnn Y. Stargardter
26 Attorney for Defendant Atain
27 Specialty Insurance Company

ORDER

This matter having come before the Court on the Stipulation of the parties, above, and the Court having considered the parties' Stipulation as the relevant pleadings and papers on file in this action,

IT IS HEREBY ORDERED as follows:

1. The settlement between the Association and Atain is reasonable, including but not limited to the settlement amount;

2. In order to protect the interests and rights of the Non-Settling Insurers in this action¹ which have asserted a contribution claim against Atain or which in the future may have asserted such a claim; the Court further orders as follows:

11 a. Subject to applicable Washington law, the non-settling insurers are entitled
12 to seek an offset against Plaintiff up to the amount of the Two Million One Hundred
13 Thousand Dollars (\$2,100,000) settlement against any amounts one or more non-settling
14 insurers may be deemed to owe to Plaintiff Canyon Estates Condominium Association in
15 this action in any post-judgment hearing before the Court; and

16 b. Plaintiff Association is responsible and shall bear the burden for any shortfall
17 between the amounts paid by Atain and Atain's overall liability in excess of its \$2,100,000
18 settlement payment.

19 3. The Court orders that any and all claims for contribution, allocation, subrogation,
20 or equitable indemnity, as well as any other causes of action in connection with this litigation
21 against Atain are hereby barred.

22 4. Atain is dismissed from this action with prejudice, and each party to bear its own
23 costs.

DATED this 13th day of March, 2020.

Richard D. Jones

The Honorable Richard A. Jones
United States District Judge

¹ Non-Settling Insurers means all insurers other than Atain.